

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973
(202) 393-2266
FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

January 3, 1995

RECORDATION NO. 10534 D
JAN 3 1995 - 12 40 PM
PROPERTY RECORDATION DIVISION

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of an Assignment and Assumption Agreement, dated as of December 27, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Conditional Sale Agreement, the Lease of Railroad Equipment and other secondary documents related thereto which have been duly filed with the Commission under one of the following Recordation Numbers: 10534, 10694, 11444 and 11961.

The names and addresses of the parties to the enclosed document are:

Assignor: BA Leasing & Capital Corporation
4 Embarcadero Center
San Francisco, CA 94111

Assignee: BA Credit Corporation
555 California Street
San Francisco, CA 94104

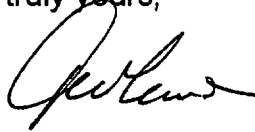
A description of the railroad equipment covered by the enclosed document is set forth in the Conditional Sale Agreement and the Lease previously filed under this Recordation Number.

Mr. Vernon A. Williams
January 3, 1995
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written over a horizontal line.

Robert W. Alvord

RWA/bg
Enclosures

10534-D
JAN 3 1995 12 40 PM

(BN 5/1/79)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated December 21, 1994, is between **BA Leasing & Capital Corporation**, a California Corporation ("Assignor") and **BA Credit Corporation**, a Delaware Corporation ("Assignee").

RECITAL

Assignor wishes to assign, transfer, and convey to Assignee, and Assignee wishes to receive and accept, all of Assignor's right, title and interest in and to the owner interests described in Appendix 1 (the "Owner Interests"), relating to the beneficial interest in the railcar equipment described therein.

ACCORDINGLY, the parties agree as follows:

Section 1. Assignment of Owner Interests. Assignor assigns, transfers and conveys to Assignee, as of the date hereof, all its right, title and interest in, to and under the Owner Interests. Assignee accepts and receives all such right, title and interest in, to and under the Owner Interests.

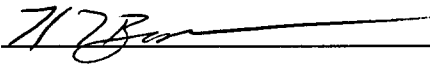
Section 2. Assumption of Liabilities. Assignee assumes all of the duties and obligations of Assignor hereafter accruing or arising incident to the Owner Interests. Assignee confirms that as of the date hereof it shall be deemed a party to those agreements set forth in Appendix 1 to which Assignor is a party, and Assignee agrees to be bound by all the terms of, and to undertake all the obligations of, Assignor contained therein.

Section 3. Exception. Notwithstanding the foregoing, Assignor shall be entitled to pursue claims accruing or arising incident to its interests in the Owner Interests on or before the date hereof, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the agreements related to the Owner Interests from any obligor thereunder, and/or (b) insurance payments or proceeds, provided, however, that any obligor's liability for such claims shall not exceed the liability it would have incurred if the assignment had not been made.

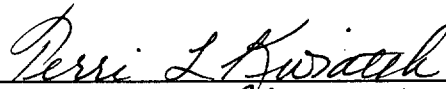
Section 4. Miscellaneous. Each party to this Agreement shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Agreement. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. This Agreement is made and entered into in California, and the laws of California shall govern the validity and interpretation hereof and the performance by the parties hereto of their respective duties and obligations.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement.

BA CREDIT CORPORATION

By: 
Its: Exec. V. P.

BA LEASING & CAPITAL CORPORATION

By: 
Its: SR. VICE PRESIDENT

OWNER INTERESTS

All right, title and interest of BA Leasing & Capital Corporation f/k/a/ Bamerilease, Inc., as Vendee under the Participation Agreement dated as of May 1, 1979 (the "Participation Agreement"; defined terms therein being used herein as so defined) among Burlington Northern Inc., ("Lessee"), Bank of New York (successor to Mercantile-Safe Deposit and Trust Company) ("Agent"), BA Leasing & Capital Corporation (f/k/a Bamerilease, Inc.) ("Vendee"), Bank of America National Trust and Savings Association ("Guarantor"), and the parties named in Appendix I thereto as Investors ("Investors"), in, to and under:

1. The Participation Agreement relating to the acquisition and leasing of certain units of railroad equipment described below, and all other documents and agreements relating thereto, including without limitation:

(a) Conditional Sale Agreement, dated as of May 1, 1979 between Vendee and General Motors Corporation;

(b) Lease, dated as of May 1, 1979 between Vendee and Lessee;

(c) Any other documents, agreements, certificates and opinions delivered pursuant to the above agreements, and all amendments thereof and supplements hereto.

2. The equipment referred to in the Lease, together with any and all replacement parts, alterations, modifications and additions thereto.

3. Any collateral under any of the documents described above.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of California
County of San Francisco

On 12/27/94 before me, Jung Westover Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared K. Thomas Rose
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jung Westover
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER(S)
EVP
TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

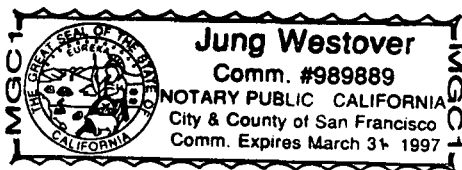
No. 5193

State of California
County of San Francisco }

On 12/27/94 before me, Jung Westover Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Terri L. Kwaitek
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jung Westover
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
- ☒ CORPORATE OFFICER(S)
SVP TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____